IN THE HIGH COURT OF JUDICATURE OF BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.1997 OF 2007
IN
SUIT NO.1450 OF 2007

Yasin Gulam Rasool by his C.A.
Abdul Salam s/o Abdul Sattar
Tharadara & Anr. ..Plaintiffs.

V/s.

The Reliance Energy Ltd. ..Defendant.

Mr.M.R.A.S.Uraizee & M.V.Singh for plaintiff.

Mr.Satish Kamat for defendant.

CORAM: A.M.KHANWILKAR,J

DATE : JUNE 16, 2007.

P.C. :

1. This Notice of Motion is disposed of on the terms, which are agreed upon by the parties as under:

(i) It is agreed that total outstanding amount described as ‘theft amount’ payable by the plaintiffs is in the sum of Rs.8,64,290/-.

(ii) It is further agreed that the plaintiffs have already paid sum of Rs.Five Lakhs towards the said outstanding. In so far as the balance amount of Rs.3,64,290/- is

concerned, both the sides agree that the said amount can remain outstanding and will be paid by the plaintiffs depending upon the orders to be passed by the Special Court under Electricity Act. In other words, liability of the plaintiffs to pay sum of Rs.3,64,290/- is deferred till the appropriate order is passed by the Special Court.

(iii) It is also agreed that the plaintiffs are in default in respect of electricity bills pertaining to the month of April and May, 2007 respectively. According to the counsel for the defendants, the amount outstanding under that head will be around Rs.1,02,150/-. Counsel for the plaintiffs has no instructions about that amount; but the plaintiffs, who are present in the Court have assured through counsel that whatever outstanding amount in relation to the pending bills for the month of April and May, 2007, the same will be paid, only whereafter the electricity connection in question be restored by the defendants. The defendants through counsel assure that on payment of

outstanding electricity bills for the month of April and May, 2007, the defendants will forthwith restore the electricity supply in respect of the subject property. That assurance given by the parties through counsel is accepted.

(iv) The plaintiffs further undertake to pay actual amount every month for electricity and other charges "regularly"- and not inclusive of outstanding bill for the earlier period, failing which it will be open to the defendants to disconnect the electricity supply in accordance with the law.

Ordered accordingly.